

COLLECTIVE AGREEMENT
between
Hospitality Industrial Relations
on behalf of
Harrison Hot Springs Resort and Spa, Inc.
and
International Union of Operating
Engineers, Local 882

Term of Agreement: April 15, 2007 to April 14, 2010

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THIS AGREEMENT executed the **27th day of April, 2007**

BETWEEN: **HOSPITALITY INDUSTRIAL RELATIONS**
on behalf of
HARRISON HOT SPRINGS RESORT AND SPA, INC.
(hereinafter referred to as the AEmployer@)
PARTY OF THE FIRST PART

AND: **INTERNATIONAL UNION OF OPERATING ENGINEERS,**
LOCAL 882
Burnaby, BC
(hereinafter referred to as the AUnion@)
PARTY OF THE SECOND PART

ARTICLE 1 - INTRODUCTION

1.01 The Parties to this Agreement herein made, do agree and consent to the following rules and regulations which shall govern the mutual relations of the Parties hereto during the term of this Agreement. Nothing in this Agreement shall be contradictory to the privileges established and granted under any and all existing laws of the land.

ARTICLE 2 - UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the Certification issued by the Labour Relations Board subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.

ARTICLE 3 - UNION SECURITY

3.01 (a) All present employees who are members of the Union shall, as a condition of continued employment, remain members in good standing during the term of this Agreement.

- (b) It is agreed that the Employer shall hire only applicants for employment who are members of the Union. The Union shall furnish applicants for employment to the Employer upon request provided that, however, if the Union is unable to furnish satisfactory applicants, the Employer may hire applicants who are not members of the Union, but such applicants must become, and remain, members of the Union within three (3) days of accepting employment with the Employer.
- (c) Supervisory personnel shall not perform work normally done by the Bargaining Unit except for training, experimentation, emergencies, etc., e.g., when a shift is vacant and all possible efforts to fill such vacancy by regular Union Members have been exhausted, or as an aid to the Shift Engineer experiencing difficulty on shift.

ARTICLE 4 - CHECK-OFF: ASSIGNMENT OF WAGES

- 4.01
- (a) The Employer agrees to deduct initiation fees, Union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee. Such deductions should be for one months payroll period and shall be remitted to the Union office on or before the 15th of the following month.
 - (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employee shall, upon demand, sign and present the appropriate assignment of wages form.
 - (c) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, Union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
 - (d) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.

- (e) The Employer agrees to advise new employees that a Union Agreement is in effect, to provide them with a copy of the Collective Agreement and to advise them of the name of their Union Shop Steward and toll free telephone number of the local Union. Every employee shall be notified of the name of his/her immediate designated Supervisor(s).

Each newly hired employee will be introduced to his/her Shop Steward during the first week of employment.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Employer shall determine competency and efficiency; the Employer shall have the right to select its employees and to discipline or discharge them for proper cause; seniority will be considered on the matters of promotions, other things being equal.

ARTICLE 6 - SENIORITY

6.01 Seniority Entitlement

- (a) Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer and shall prevail on a classification-wide basis in the bargaining unit - last employee hired, first employee laid off; last laid off, first rehired.

If the job-related qualifications and certifications are relatively equal, seniority shall prevail.

- (b) In the matter of vacations, choice of shifts, lay-off and re-hire, seniority will govern.
- (c) **Seniority**

Seniority shall include the following:

- (i) Time lost as a result of illness or injury;
- (ii) Authorized Leave of Absence up to three (3) months per year;
- (iii) Maternity and parental leave;

- (iv) All Company paid time off;
- (v) Union leave up to three (3) months per year;
- (vi) Jury and Witness duty;
- (vii) Bereavement Leave in accordance with Article 17-Bereavement Leave.

(d) **Seniority and Annual Vacation Entitlement**

Annual Vacation entitlement will be determined by the employee=s total years of service with the Hotel in accordance with (a) above.

(e) **Appointed Position**

An employee who is appointed to a position which is excluded from the bargaining unit shall have up to ninety (90) days to return to the bargaining unit without loss of seniority.

(f) **Probationary Seniority Entitlement**

A probationary employee does not have seniority during the probation period, but upon successful completion of the probationary period, the employee will be credited with seniority from date of hire.

6.02 **Seniority Lists**

- (a) The Employer agrees to post a Classification Seniority List on or before March 31st in each calendar year.
- (b) The Seniority List shall contain the following information:
 - (i) Employee=s name;
 - (ii) Date of Hire;
 - (iii) Employee=s classification.
- (c) The Seniority List shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted Seniority List must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted List will be deemed to be valid and correct for all purposes of this Agreement.

- (d) At the time of posting, a copy of the Seniority List shall be given to the Shop Steward and one (1) copy to the Union Business Representative.
- (e) New employees will be added to the List at the time they attain seniority.
- (f) At the time of posting the Seniority List, the Employer will provide the Union with a list of all employees which will include their addresses.

6.03 **Loss of Seniority**

Seniority will be lost and the employee's name will be removed from the Seniority List when an employee:

- (i) voluntarily terminates his/her employment;
- (ii) is discharged for just and reasonable cause;
- (iii) is on layoff for more than six (6) consecutive months;
- (iv) does not return to work on the date specified after being notified by registered mail.

ARTICLE 7 - PROBATION

- 7.01 (a) An employee shall be probationary during his/her first ninety (90) calendar days continuous employment. During his/her probation they may be transferred, demoted, laid off or dismissed without right of recourse to grievance.
- (b) During his/her probationary period, all benefits of the Agreement shall apply.
- (c) If an employee is retained following completion of a probationary period, his/her initial date of employment with the Employer shall be his/her anniversary date for the purpose of determining benefits and seniority.
- (d) Any employee who is granted a promotion or transfer appointment by the Employer shall be on a trial period for up to sixty (60) days. During this trial period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Employer.

- (e) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should the employee decide during the trial period that he/she does not want to continue in the job, then the employee may be returned to his/her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

ARTICLE 8 - HOURS OF WORK

- 8.01 (a) The regular work week shall not exceed eight (8) hours in one day or forty (40) hours in the week, days off to be consecutive. The practice of revolving shifts to take time off to permit operating on a forty (40) hour week shall remain.
- (b) In the event a change in the work schedule is desired, it may be done by mutual agreement between the Union and the Employer. When changing shifts, Engineers shall have twelve (12) hours off between such shifts and shall be provided with forty-eight (48) hours notice of the shift change. Should such notice not be given, the employee shall be paid at double his/her rate for all hours worked in that twelve (12) hour period.
- (c) When employees are advised to report for work at a specific time in any day, they shall be paid a minimum of two (2) hours even though there may be no work for them to do, provided they are prepared to work.
- (d) Employees may request that his/her shifts be changed for personal reasons. Such request shall be in writing to the department head.

Provided forty-eight (48) hours prior notice has been given, such a request will not be unreasonably denied. The Employer shall not be penalized in any fashion should such a change affect the schedule of other employees.

- (e) Any employee called in outside of his/her regular schedule will be paid a minimum of two (2) hours at regular time if work is not commenced. If work is commenced, the employee will be paid a minimum of four (4) hours at regular rate or the prevailing overtime rates as per Article 9 (a) for actual hours worked, whichever is the greater.
- (f) No employee works more than five (5) consecutive hours without a one half (2) hour unpaid meal break. There will be two (2) fifteen (15) minute breaks midway through each half of a shift of eight (8) hours or longer. Engineers on twelve (12) hour shifts will be entitled to a one half (2) hour paid meal break.

- (g) There will be no split shifts without a mutual agreement between the Union and the Employer.
- (h) Although, it is understood the Employer has the unfettered right to determine the hours of work of Shift Engineers, it is agreed and understood that notwithstanding any other portion of the Collective Agreement between the parties, Shift Engineers will work a schedule of four (4) twelve (12) hour shifts followed by four (4) days off.

ARTICLE 9 - OVERTIME

- 9.01 (a) All hours worked in excess of eight (8) in any day or forty (40) in any week shall be paid at double the employee's regular rate.
- (b) Except in the case of emergency, twelve (12) hours notice will be provided when employees are required to work overtime in excess of two hours.
- (c) Should such notice not be given, a meal shall be provided for the employee. Where the Employer is unable to provide a meal, the employee shall receive **\$12.00** in lieu thereof.
- (d) Employees may, as an option to the above overtime provisions, be allowed to accumulate overtime. Such overtime shall be subject to the following:
- (i) All accumulated banked overtime earned in the current contract year is to be taken before April 14th of the following contract year.
 - (ii) One (1) month's notice shall be given when it is intended to use any accumulated overtime.
 - (iii) No more than one (1) employee from each classification: e.g. Maintenance Engineer and Maintenance, which includes Trades Persons.
 - (iv) All overtime shall be converted to straight time off at the employee's regular rate of pay at the time work was performed.

ARTICLE 10 - WAGE RATES

10.01 (a) **An annual wage increase of three percent (3%) in the 1st year, three percent (3%) in the 2nd year, and three percent (3%) in the 3rd year.**

Classification	Present	Apr.15/07 3%	Apr.15/08 3%	Apr.15/09 3%
Maintenance Engineer	\$24.75	\$25.49	\$26.26	\$27.04
Chief Maintenance Mech.	\$24.03	\$24.75	\$25.49	\$26.26
Maintenance Mech.	\$23.73	\$24.44	\$25.17	\$25.93
Head Tradesperson	\$24.03	\$24.75	\$25.49	\$26.26
Trades Person	\$23.73	\$24.44	\$25.17	\$25.93
Trainee	\$19.37	\$19.95	\$20.55	\$21.17

- (b) In the event of any employees filling higher rated positions, they shall receive the rate applying to such higher rated position for the entire time they occupy that position. If any employees are temporarily rendering service at a lower rate, wages shall not be reduced.
- (c) Upon completion of three (3) months service trainees will be paid an increment of fifty percent (50%) of the difference between the classified rate for the position. After six (6) months service the Trainee will be paid an increment of seventy-five percent (75%) of the difference between the classified rate for the position. After twelve (12) months service the Trainee shall receive the classified rate.
- (d) Relief Engineer shall receive Engineer's rate of pay.
- (e) An employee who has been hired or who has severed his/her employment between the termination date of the Agreement and the effective date of the new Agreement shall receive retroactivity of any increase in wages or salary on a prorated basis.
- (f) Employees appointed to Lead Hand positions shall receive one dollar (\$1.00) per hour in excess of their regular rate.

- (g) **The Employer agrees to provide to Local 882 members on a monthly basis their banked sick time, banked vacation time and banked overtime either on their cheque stub or on a monthly printout.**

ARTICLE 11 - SHIFT DIFFERENTIAL

11.01 A shift differential of forty-seven cents (\$0.47) per hour shall be paid for hours worked from 4:00 p.m. to 12 midnight, and a shift differential of fifty-eight cents (\$0.58) per hour for hours worked from midnight to 8:00 a.m.

ARTICLE 12 - ANNUAL VACATION

- 12.01 (a) Employees with less than one year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Employees are entitled to annual vacation and annual vacation pay, according to his/her completed years of consecutive service, calculated from his/her date of hire, as follows:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6 %
7 years but less than 12 years	4 weeks	8 %
12 years but less than 20 years	5 weeks	10 %
20 years or more	6 weeks	12 %

- (c) Holiday Pay is to be paid on the basis of percentage of gross annual income or calculated on the employee's present rate of pay whichever is greater.

Extended Leave of Absence may be granted following completion of Annual Holidays provided this does not disrupt the normal operations of the Employer.

- (d) Employees shall have preference in respect to annual vacations within his/her department and Classification according to seniority, however, this does not disallow employees from making mutually acceptable arrangements amongst themselves as to scheduling of holidays.

Each employee will submit his/her vacation request to the Employer for approval. The Employer will confirm, in writing, approval of the employee=s vacation request within three (3) weeks of receipt of the vacation request.

Vacations shall be chosen in order of seniority by March 1st of each year. The approved vacation schedule shall be posted no later than March 21st in each calendar year. Vacation requests after March 1st of each calendar year will not be governed by seniority and the vacation request will be approved within three (3) weeks of the request.

Approved allocated vacation cannot be cancelled during the sixty (60) day period prior to the first day of the booked vacation leave, unless mutually agreed.

- (e) For the purpose of this Article, Department means all employees covered by this Agreement and, the recognized Classifications are Maintenance Engineers and Maintenance, which includes Trades Persons.

(f) **Holiday Coinciding with a Day of Vacation**

Where an employee is on vacation leave and a day of paid holiday falls within that period, a day off in lieu shall be granted for each such holiday.

- (g) The Employer must allow an employee who is entitled to an annual vacation to take it in periods of one or more week periods.
- (h) Vacation pay will be paid on regular pay periods.
- (i) The Employer will not reduce an employees annual vacation or vacation pay because of sick pay.
- (j) A member called in to work on a vacation day shall be paid the applicable overtime and have their vacation day(s) rescheduled at a mutually agreeable time.
- (k) Annual vacation time off shall take precedent over banked time off.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 (a) Regular employees covered by this Agreement who are on the Employer's payroll on the following Statutory Holidays:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	BC Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and any other proclaimed by the Federal or Provincial Government, shall be granted eight (8) hours' pay at the straight time rate of the employee's regular classification. Work performed on those enumerated Statutory Holidays shall be paid at one and one-half (1 2) times in addition to the foregoing.

- (b) Christmas Day, Boxing Day and New Year's Day shall be paid for on his/her calendar dates, not his/her proclaimed dates.
- (c) Employees required to work on a statutory holiday may elect to bank wages earned. The accumulated wages may be used in lieu of regular wages to allow an employee additional time off. Such time off may be taken upon one months notice and the banked wages must be used prior to April 14th of the following contract year or shall be paid to the employee in cash at the expiry date.
- (d) If a statutory holiday falls on a non-working day for an employee, the Employer will provide one of the following:
 - (i) give an employee a day off with pay for each day;
 - (ii) pay employee if mutually agreeable.

ARTICLE 14 - HEALTH AND WELFARE

14.01 (a) The Employer shall provide at no cost to employees:

- (i) A plan equal to MSP and Extended Benefits. There will be no changes to the benefit package coverage without notification to the Union;

- (ii) Life Insurance in the amount of **two (2) times** the employee's current gross earnings;
 - (iii) AD & D in the amount of **two (2) times** the employee's current gross earnings;
 - (iv) Eye glass coverage effective upon ratification. The Company will pay \$200.00 per member and family every 24 months upon proof of purchase;
 - (v) Dental Plan - July 1, 1999. Maximum limit to be \$1,200.00.
- (b) A Weekly Indemnity Plan will be established and will provide the following benefits:
- (i) 8th day accident
 - (ii) 8th day illness
 - (iii) twenty-six weeks of coverage
 - (iv) seventy-five (75%) percent of salary
 - (v) maximum six hundred (\$600.00) dollars per week

The cost of the premiums in (b) shall be borne by the Employer.

- (c) All employees will participate in the Company Long Term Disability Plan. The cost will be borne by the employee.
- (d) The Employer agrees to grant one and one-half (1 2) days sick leave per month accumulative to twenty-four (24) weeks. Fifty (50%) percent of unused sick leave will be payable to the employee at retirement or termination of service, at the applicable rate of pay. Employees shall be entitled to supplement Weekly Indemnity and Workers' Compensation Board benefits to the level of normal weekly earnings from his/her sick leave accumulation.
- (e) **If the Employer requests a Doctor's Certificate, it will be at the Employer's expense if this is not covered by the Medical Services Plan.**
- (f) Employees found abusing the sick leave provision of the Collective Agreement may be subject to progressive discipline up to and including termination of employment.

ARTICLE 15 - PENSION PLAN

- 15.01 (a) Effective April 15, 1993, all employees of the Engineering Department will participate in the Harrison Hot Springs Hotel Employee=s **RRSP**.
- (b) Each member of the Plan will be required to contribute, by payroll deduction, a **minimum of two percent (2%)** of his/her annual earnings.
- (c) The Employer will contribute, on behalf of each Member, an amount of his/her annual earnings of **six percent (6%), effective April 15, 2007**.

ARTICLE 16 - UNIFORMS

- 16.01 (a) The Employer shall provide and launder adequate sets of uniforms and coveralls according to wear and tear.
- (b) The Employer will provide each employee with adequate rain gear.

ARTICLE 17 -TOOLS

- 17.01 The Employer agrees to replace all tools broken or stolen through the course of normal duties within the Hotel or stolen from the storage area through forced entry. Tools replaced shall be of equal or greater value and quality. The Employer agrees to supply metric tools as required for Hotel use.
- 17.02 The Employer will reimburse the employees the amount of one hundred dollars (\$100.00) per year or two hundred dollars (\$200.00) every two (2) years, upon proof of purchase of Worksafe BC (WCB) footwear. It is understood that the employees would then be required to wear their Worksafe BC (WCB) safety footwear in the workplace.**

ARTICLE 18 - BEREAVEMENT LEAVE

- 18.01 Compassionate Leave of Absence of up to three (3) days without loss of pay may be granted by the Employer upon request of an employee to attend or make arrangements for the funeral of a wife, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, or legal guardian.

Employees shall be given (2) additional days Compassionate Leave of Absence without loss of pay when attending out of area.

ARTICLE 19 - JURY DUTY

19.01 An employee who is subpoenaed by the Crown for Jury Duty or as a witness for the Crown shall continue to receive his/her regular pay. The employee shall turn over to the Employer any monies they receive from the Crown on the days they are normally scheduled to work, providing this does not exceed his/her regular pay rate.

ARTICLE 20 - TECHNOLOGICAL CHANGE/SEVERANCE PAY

20.01 (a) Technological Change:

- (1) In this clause "technological change" means:
 - (i) the introduction by an Employer into their work, undertaking or business or equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business, or;
 - (ii) a change in the manner, method or procedure in which an Employer carries out their work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.
- (2) The Employer will give the Union ninety (90) days advance written notice of any technological change that will result in a layoff of employees when it is reasonably possible to do so.
- (3) The Employer will make reasonable effort to fill positions available after implementation of a technological change from the existing workforce and will as part of that effort provide a reasonable amount of training on new equipment materials, methods or procedures to existing employees who have, in the Employer's opinion, the appropriate background and qualifications.
- (4) If an employee is laid off by the Employer because of a technological change and loses his/her seniority under Clause 6 of this Collective Agreement, the Employer shall pay to the employee immediately after the employee loses his/her seniority a severance payment as follows:

Length of Continuous Service	Severance Pay
6 months but less than 3 years	2 weeks pay
3 years and more	3 weeks pay for the first 3 years of continuous service plus 1 weeks pay for each additional complete year thereafter to a maximum of 10 weeks pay.

In this clause, one (1) days pay shall be equivalent to eight (8) times the employee's regularly hourly rate. The employee shall have the option to immediately accept the Severance Package and waive his/her rights to seniority recall.

(b) Severance Pay

Any regular employee who is terminated through no fault of his/her own shall receive Severance Pay at his/her regular rate based on two (2) days full pay for each year of continuous service with the Employer to a maximum of twenty (20) days.

(c) Employees may not claim both (a) and (b) above.

ARTICLE 21 - MATERNITY/PATERNITY LEAVE

21.01 The Employer is fully supportive of any employee taking maternity and/or parental leave in accordance with all provincial and federal laws. The Employer will provide time off and all other attributes in accordance with all such legislation.

ARTICLE 22 - PARKING AND CAR ALLOWANCE

22.01 Where an employee is requested by Management to use his/her own vehicle for work-related business, the Employer will pay the employee **forty-seven cents (\$0.47) per kilometre.**

22.02 The Employer will provide vehicle parking for all Engineering/Facilities employees at no cost to the Engineering/Facilities employees.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 Definition and Recognition of a Grievance

- (a) Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (b) Any such complaint, disagreement or difference of opinion will not be recognized unless the grievance procedure is followed.

23.02 Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward.

23.03 Step One

- (a) At this step, notice in writing of the grievance must be filed with the supervisor within (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it, or should have had knowledge of it.
- (b) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the agreement which has been violated.
- (c) The Supervisor, employee and Shop Steward must meet and respond to the meeting in writing within 10 days.

23.04 Step Two

In the event that a resolution of the grievance, satisfactory to the employee and Supervisor does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the shop steward and/or a Union representative and the Director of Human Resources, within 10 days of the date that the response at Step One was received.

23.05 Step Three

In the event that a resolution of the grievance satisfactory to the Union and the Employer does not result at Step Two, either the Union or the Employer may advance the grievance to the Director of Labour Relations, or his/her designee, within 10 days of the date the Step Two response was received.

23.06 Step Four

In the event that a resolution of the grievance satisfactory to the Union and the Employer does not result at Step Three, either the Union or the Employer may select from the following alternatives:

- (1) a single Arbitrator;
- (2) full arbitration;
- (3) Industry Troubleshooter process as stated in Article 24;
- (4) Fast Tract Mediation/Arbitration Process

23.07 Union and Employer Policy or General Grievance

The Union or the Employer may file policy, or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

23.08 Time Limits

A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed to be abandoned unless there is mutual agreement to waive the time limits.

ARTICLE 24 - CONTINUING EDUCATION COURSES

24.01 The Employer agrees to pay fees for continuing education courses as follows:

- (a) Courses must be employment related and approved in writing by the Employer in advance.
- (b) Employer will pay 100% of course fees, books and materials upon successful completion of course.

ARTICLE 25 - ARBITRATION

25.01 (a) Notice and Naming of the Arbitrator

Where a difference arises between the parties relating to the dismissal, discipline, or suspension, of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 22, notify the other party within thirty (30) working days of the receipt of the reply to Step 3, of its desire to submit the difference to arbitration. The parties will agree on an arbitrator and if they cannot, one will be appointed by the Collective Agreement Arbitrator Bureau at the request of either party to:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference;

within five (5) days from that date, time does not run in respect of the grievance procedure.

(b) Selection of the Arbitrator

The named arbitrators shall be selected on the basis of their earliest availability in each case.

(c) Procedure

The Arbitrator shall determine the procedure for resolving a dispute subject to the principles of fair and equitable treatment of the parties and the rules of natural justice. The decision of the Arbitrator will be final and binding upon the parties.

(d) Restrictions on the Arbitrator

The Arbitrator is restricted to dealing with the questions designated in Clause (a) above and shall not have the power to change this Agreement by adding, deleting, amending, altering, or modifying any of its terms and conditions.

(e) **Costs**

The fees and expenses of the arbitrator will be shared equally by the Employer and the Union.

(f) **Amending the Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

(g) **Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions that may have relevance to the settlement of the grievance.

(h) **Employee Protection**

No employee shall suffer any form of discipline, discrimination or harassment as a result of having filed a grievance or having taken part in any proceedings under this Article.

(i) **Industry Troubleshooter**

The parties to this Agreement may use, if it is mutually agreed to do so, the Industry Troubleshooter.

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, a nominee or a substitute agreed to by the parties, shall:

- (i) investigate the difference
- (ii) define the issue in the difference; and

- (iii) make written recommendations to resolve the difference within five (5) days of the receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure. The Minister of Finance, on the Minister=s requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the remuneration, travelling and out of pocket expenses of the person named or his/ her substitute.

The Investigators listed below will be used on a rotating basis.

J. Thorne

D. Larson

The parties to this Agreement may, by prior mutual agreement, make the recommendations of the Investigator binding.

ARTICLE 26 - DISCRIMINATION AND HARASSMENT

26.01 Harassment, including Sexual Harassment

Delaware North Corporation and Harrison Hot Springs Resort and Spa are committed to being an Employer of Choice with a productive work climate, free of harassment, including Sexual Harassment. Accordingly, harassment of any kind by management or co-workers at any level will not be tolerated.

Harassment is defined as conduct which makes fun of, belittles or shows hostility or dislike to an individual because of his or her race, color, religion, gender, national origin, age, disability (or perceived disability), marital status or sexual orientation or any other basis protected by applicable law, or that of his or her relatives, friends or fellow employees, and which:

- (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; or
- (ii) has the purpose or effect of unreasonably interfering with another individual=s work performance; or
- (iii) otherwise adversely affects an individual=s employment opportunities.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- (i) It is directly or indirectly implied that submission to such conduct is a requirement or condition of an individual=s employment; or
- (ii) It is directly or indirectly implied that submission or rejection of such conduct will have a bearing on employment decisions involving the individual; or
- (iii) Such conduct has the purpose or effect of unreasonably interfering with an individual=s work performance or creating an intimidating, hostile or offensive working environment.

The Company does not and will not tolerate harassment. To make sure that our employees are not subject to harassment, any employee who is aware of any sort of harassment prohibited by this policy, whether because they were subjected to the harassment or because they witnessed it, is required to report it. The Company requires all harassment to be reported. If you are not sure whether it is harassment, report it. If you report harassment, the Company will protect you from retaliation and your report will in no way affect your job or your career. The Company makes this commitment because we must know about offending conduct before we can take responsive action.

Retaliation against employees for exercising their rights under this policy is also strictly prohibited and will not be tolerated. This would include retaliation against employees for inquiring about their rights, or making an honest report or complaint of a violation or possible violation, or for truthfully assisting in a complaint investigation.

You may discuss the matter with your supervisor, Human Resources Director, or the General Manager. Complaints will be kept confidential to the greatest extent possible, given the need to conduct an adequate investigation. After initially determining the facts, an investigation will be conducted as promptly and confidentially as possible. After an impartial investigation, if an employee has been found to have violated this policy, appropriate disciplinary action will be taken, including, but not limited to termination.

ARTICLE 27 - GENERAL

- 27.01 (a) The authorized Business Agent or Representative of the Union shall be permitted, after notifying Human Resources, to talk with any employee regarding Union matters during regular working hours without disruption of operations.

- (b) The Occupational Health and Safety Committee shall meet with Management at least once every month. The Engineering Department shall have one (1) member and an alternate on the Occupational Health and Safety Committee. These meetings will be held at such times and places so there is no time loss to the employee. The Union and Employer will be copied on all minutes of the Occupational Health and Safety Committee Meetings.
- (c) **Medical Examinations**
 - (i) Upon request by the Employer, an employee who has been absent from work on medical leave shall provide to the Employer a certificate of medical fitness prior to returning to work at **Employer's expense if this is not covered by a Medical Plan.**
 - (ii) Separate and apart from the situation set out in item (i) above, the Employer, for job related reasons, may require an Employee to submit to a medical examination and/or supply a certificate of medical fitness. When such an examination is required or certificate is required pursuant to this clause (ii), it shall be at the Employer's expense.
- (d) Transportation to the nearest hospital for Employees requiring immediate medical care as a result of a work accident shall be at the expense of the Employer.
- (e) Employees shall be permitted to wear Union lapel pins on uniforms at work.
- (f) The Employer agrees that time spent in settling grievances during the regular working hours by the Union Shop Steward shall be considered as time worked and paid at regular rates of pay.
- (g) In order that the work of the Employer shall not be unreasonably interrupted, no Shop Steward shall leave his/her work without obtaining permission of his/her supervisor, which permission shall not be unduly withheld.
- (h) Employees shall not be forced, intimidated, or coerced into making any written statements or verbal contracts, which may conflict with this Collective Agreement.

ARTICLE 28 - DISCIPLINE

28.01 (a) Union Assistance

The employee shall have the right to have a Shop Steward present when subject to verbal and written reprimand or more serious discipline. Copies of all formal discipline letters shall be provided to the Union and Shop Steward, as soon as practical.

(b) Discharge Procedure

- (i) The Employer shall not discipline any employee bound by this Agreement except for just and reasonable cause. When an employee is discharged or suspended, he shall be given the reason in the presence of his Shop Steward. Such employee and the Union shall be advised immediately in writing by the Employer of the reason for such dismissal or suspension.
- (ii) An employee considered by the Union to be wrongfully or improperly discharged or suspended shall be entitled to a hearing under Article 22, Grievance Procedure. Step 2 of the Grievance Procedure shall be omitted in such cases.
- (iii) Should it be found upon investigation that an employee has been improperly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority rating and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

(c) Clearing of Records

Provided there have been no further offences, any reference to discipline shall be removed from an employee's file after eighteen (18) months.

(d) Access to File

When a mutually agreed time has been reached, all employees shall have the right to review their personnel files in the presence of an Employer representative during regular office hours.

If authorized in writing by an employee, a Business Representative may review the employee=s file on his or her behalf under the same conditions as set out above.

(e) **Notification**

An employee may, for just and reasonable cause, be disciplined or suspended without notice. The parties subscribe to the concept of progressive discipline and recognize that the normal steps may be bypassed in the case of serious infraction. Employees so disciplined or suspended shall have recourse to the Grievance Procedure.

Management staff shall have the right to discipline or suspend without notice, for just and reasonable cause, within the Department under their respective jurisdiction.

ARTICLE 29 - CONTRACTING OUT

29.01 No employee shall be laid off, remain on lay off or have their regular income reduced as a consequence of contracting out. Except for emergencies, the Union shall be advised as to the nature of the work and the contractor in the event of a sub-contract, prior to the work commencing.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall be effective from the **15th day of April, 2007** until the **14th day of April, 2010** and thereafter from year to year unless notice in writing as required by the Labour Relations Code is given. Should either Party hereto desire a change, add to, amend or terminate this Agreement, that party agrees to give the other Party written notice to that effect on or within four (4) months prior to the expiry date of this Agreement.

If no Agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in effect up to the time an Agreement is reached or until negotiations are discontinued by either Party. It is hereby agreed to exclude the operation of Section 50 (2) of the Labour Relations Code in respect to this Agreement.

**SIGNED ON BEHALF OF
HOSPITALITY INDUSTRIAL
RELATIONS**

Ron Schmidt
Director of Industrial Relations

**SIGNED ON BEHALF OF
HARRISON HOT SPRINGS RESORT
AND SPA, INC.**

Bruce Fears
President
Delaware North Parks & Resorts

**SIGNED ON BEHALF OF
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882**

Sandra Taylor
Business Manager

President

Recording-Corresponding Secretary

LETTER OF UNDERSTANDING #1

BETWEEN: **HOSPITALITY INDUSTRIAL RELATIONS**
on behalf of
HARRISON HOT SPRINGS RESORT AND SPA, INC.
the AEMPLOYER@

AND: **INTERNATIONAL UNION OF OPERATING ENGINEERS,**
LOCAL 882
the AUNION@

For the purpose of Article 14 (a) 2 and 3 of the Collective Agreement between the above-noted parties, the term "gross earnings" shall be interpreted as the gross straight-time earnings the employee would have realized had that employee been fully employed during the calendar year in which they passed away.

SIGNED ON BEHALF OF
HOSPITALITY INDUSTRIAL
RELATIONS

SIGNED ON BEHALF OF
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882

Ron Schmidt
Director of Industrial Relations

Saundra Taylor
Business Manager

SIGNED ON BEHALF OF
HARRISON HOT SPRINGS RESORT
AND SPA, INC.

Bruce Fears
President
Delaware North Parks & Resorts

LETTER OF UNDERSTANDING #2

BETWEEN: **HOSPITALITY INDUSTRIAL RELATIONS**
on behalf of
HARRISON HOT SPRINGS RESORT AND SPA, INC.
the AEMPLOYER@

AND: **INTERNATIONAL UNION OF OPERATING ENGINEERS,**
LOCAL 882
the AUNION@

In the absence of the Chief Engineer, an Engineer will be designated in an acting capacity and will receive **\$1.50** per hour above Maintenance Engineer=s current rate. **This only applies to a maximum of eight (8) hours per day.**

SIGNED ON BEHALF OF
HOSPITALITY INDUSTRIAL
RELATIONS
LOCAL 882

SIGNED ON BEHALF OF
INTERNATIONAL UNION OF
OPERATING ENGINEERS,

Ron Schmidt
Director of Industrial Relations

Saundra Taylor
Business Manager

SIGNED ON BEHALF OF
HARRISON HOT SPRINGS RESORT
AND SPA, INC.

Bruce Fears
President
Delaware North Parks & Resorts